



LETTER OF APPOINTMENT

MEMORANDUM FOR ARVIN PARCO, FEDSIM PM

Subject: Appointment as Contracting Officer's Representative

You are hereby appointed as the Contracting Officer's Representative (COR). This appointment is from the award date through the life of the Contract, to include close out, unless rescinded or transferred. As the COR, your primary duty is to monitor the Contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the ceiling stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the Contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not re-delegable; therefore, you must advise the Contracting Officer or the Contract Specialist immediately when you are unable to perform these duties.

Your duties and limitations, as applicable to the contract you will be monitoring, are as follows:

MONITORING AND EVALUATING PERFORMANCE

Ensure that the Contractor complies with all of the requirements of the statement of work, specifications, or performance work statement. When requested by the Contractor, provide technical assistance within the scope of the contract (e.g., interpreting specifications, statement of work, performance work statement, etc.). When a difference of opinion between you and the Contractor occurs, notify the Contracting Officer and/or the Contract Specialist immediately for resolution.

If the contract requires Key Personnel, the COR shall ensure that the personnel being used by the Contractor meet the requirements of the position. Review and approve travel and other direct cost (ODC) prior to the Contractor incurring those expenses. Any decrease in or lack of performance shall be brought to the attention of the Contracting Officer and/or Contract Specialist.

If applicable and in accordance with FAR 42.302, the COR shall monitor contractor compliance with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and bio-based products.

In accordance in Federal Acquisition Circular (FAC) 2005-34 and OMB Memorandum "Improving the Use of Contractor Performance Information" on July 29, 2009, CORs are responsible for entering past performance into the Past Performance Information Retrieval System (PPIRS) annually.

MONITORING COSTS

Review and evaluate the Contractor's progress in relation to the expenditures. When the costs expended by the Contractor are not commensurate with the Contractor's progress, request a meeting with the Contractor and client in an attempt to resolve. If a resolution cannot be found, bring this to the attention of the Contracting Officer and/or Contract Specialist for immediate action.

Review and approve invoices using the rates and other fees established in the contract. Review the Contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend approval or rejection for payment.

CHANGES TO THE CONTRACT

You cannot authorize the Contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the Contracting Officer. When in doubt, contact the Contracting Officer and/or Contract Specialist.

Any contract change requested by the Contractor must be put in writing by the Contractor to the Contracting Officer for action. If, however, you become aware of an impending change, you should immediately advise the Contracting Officer or Contract Specialist. When the proposed change is received by the Contracting Officer, you will be required to provide the Contracting Officer with a written analysis and rationale for the change and to evaluate any costs associated with the change.

You must also recognize and report to the Contracting Officer any Government-required changes to the contract (e.g., items or work no longer required, changes in the specifications, etc.).

INSPECTION OF CONTRACT ITEMS

Perform, in accordance with the terms of the contract, inspection, acceptance, or rejection of the services or deliverables under the contract. The COR must prepare, in writing, a written acceptance or rejection, provide it to the Contractor, and store a copy on the FEDSIM common drive. Immediately notify the Contracting Officer of all rejections and the reason for the action.

Review progress reports from the Contractor and advise the Contracting Officer of any Contractor problems or action required to be taken by the Government.

STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

To avoid improper business practices and personal conflicts of interest and to deal with their apparent or actual occurrences, the COR shall sign any applicable non-disclosure forms. The COR shall also immediately report any potential conflict of interest to their supervisor.

CONTRACT FILE CONTENT AND MAINTENANCE

Establish and maintain an organized contract administration file to record all Contractor and Government actions pertaining to the contract. The file must also include a copy of the COR Letter of Appointment and other documents describing the COR duties; a copy of the contract administration functions delegated to the contract administration office, which may not be delegated to the COR; and documentation of COR actions taken in accordance with the delegation of authority. The files should be organized and saved on the FEDSIM common drive.

CONTRACT CLOSEOUT

Within 30 days after the Contractor has met all terms and conditions of the contract, you must evaluate the Contractor's performance using the information contained in General Services Administration Regulation (GSAR) 542.1503-71 (sample format attached).

Please acknowledge receipt and acceptance of this appointment by signing below. Please direct any questions you may have on this delegation to the Contracting Officer or Contract Specialist.

I understand and accept my assignment as the Contracting Officer's Representative (COR)

X Arvin T. Parco

Arvin Parco

Signed by: ARVIN PARCO

GSAR 542.15 – Contractor Performance Information

542.1503-71 – Information to collect.

Note: This checklist follows the standard format of GSAM 542.1542.15 and content requirements of GSAM 542.15. The checklist may be tailored for the specific contract type. Any “NO” responses noted below shall be accompanied with a statement explaining the observation(s). For each observation(s) provide a recommendation to correct the non-compliance. Observations identify areas of non-compliance and do require response (and action plans, if applicable). Positive observations may be general or specific and may be suitable for replication across the agency as good practices.

Contractor Performance Information

Timeliness of delivery or performance	Yes	No	NA
(1) Adherence to contract delivery schedules.			
(2) Resolution of delays.			
(3) Number of “show cause” letters and “cure notices” issued.			
(4) Number of delinquent deliveries.			
(5) Number of contract extensions resulting from contractor-caused delays.			
(6) Timely submission or performance or required tests.			
(7) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Conformance of product or service to contract requirements	Yes	No	NA
(1) Quality of workmanship.			
(2) Reliability.			
(3) Adequacy of correction of defects.			
(4) Number of safety defects.			
(5) Number of product rejections.			
(6) Results of laboratory tests.			
(7) Number and extent of warranty problems.			
(8) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

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Customer comments	Num	Qty	NA
(1) Number and quality of positive comments.			
(2) Number and nature of complaints.			
(3) Adequacy of resolving customer complaints.			
(4) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Terminations for default	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

On-the-job safety performance record, including the number of lost or restricted workdays due to occupational injuries in comparison to the national average	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Adequacy of contractor's quality assurance system	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Compliance with other key contract provisions	Yes	No	NA
(1) Subcontracting program			
(2) Labor standards			
(3) Safety standards.			
(4) Reporting requirements			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

GSAR 542.15 – Contractor Performance Information

542.1503-71 – Information to collect.

Exhibiting customer-oriented behavior	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Other performance elements identified	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Attachment B

Acronym List – TOR

Acronym	Definition
AAR	After Action Reviews
AASBS	Assisted Acquisition Services Business Systems
ACO	Administrative Contracting Officers
AFDP	Award Fee Determination Plan
AOR	Area of Responsibility
APACS	Aircraft and Personnel Automated Clearance System
APO	Army Post Office
AR	Army Regulation
ASSIST	Assisted Services Shared Information SysTem
AT	Antiterrorism
ATA	American Translators Association
ATO	Authority to Operate
CAC	Common Access Card
CAF	Contract Access Fee
CAS	Cost Accounting Standards
CCMD	Combatant Command
CFR	Code of Federal Regulations
CI	Counterintelligence
CIS	Central Invoice Services
CLIN	Contract Line Item Number
CNSSP	Committee on National Security Systems Policies
CO	Contracting Officer
CONOP	Concept of Operation
CONUS	Continental United States
COR	Contracting Officer's Representative
COTS	Commercial off-the-shelf
CPAF	Cost-Plus-Award-Fee
CSfC	Commercial Solutions for Classified
D/S	Disclosure Statement
DAWIA	Defense Acquisition Workforce Improvement Act
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
DD	Department of Defense
DEL	Deliverable
DFACS	Dining Facilities
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DoDD	Department of Defense Directive
DODI	Department of Defense Instruction
DSSR	Department of State Standardized Regulations

ECMRA	Enterprise Contractor Manpower Reporting Application
EEO	Equal Employment Verification
EIT	Electronic and Information Technology
FAR	Federal Acquisition Regulation
FCCM	Facilities Capital Cost of Money
FEDSIM	Federal Systems Integration and Management Center
FFP	Firm-Fixed-Price
FOIA	Freedom of Information Act
FPO	Fleet Post Office
FTR	Federal Travel Regulation
FY	Fiscal Year
G&A	General and Administrative
GFI	Government-Furnished Information
GP	Government Property
GSA	General Services Administration
GSAM	General Services Administration Acquisition Manual
HAZMAT	Hazardous Materials
HQ	Headquarters
IA	Information Assurance
IDIQ	Indefinite Delivery/Indefinite Quantity
ISOPREP	Isolated Personnel Report
IT	Information Technology
JPAS	Joint Personnel Adjudication System
JTR	Joint Travel Regulation
KM	Knowledge Management
KPQM	Key Personnel Qualification Matrix
LN	Non-Local National
LOA	Letters of Authorization
LOE	Level of Effort
MA	Multiple Award
MI&E	Meals and Incidental Expenses
MILAIR	Military Aircraft
MISO	Military Information Support Operations
MOE	Measure of Effectiveness
MOP	Measure of Performance
MS	Microsoft
MSR	Monthly Status Report
MWR	Morale, Welfare, and Recreation
NAICS	North American Industry Classification System
NATO	North Atlantic Treaty Organization
NDA	Non-Disclosure Agreement
NIAP	National Information Assurance Partnership
NLT	No Later Than
NSS	National Security Systems
NTE	Not-to-Exceed

N/A	Not Applicable
OASIS	One Acquisition Solution for Integrated Services
OCI	Organizational Conflict of Interest
OCONUS	Outside CONUS
ODC	Other Direct Costs
OH	Overhead
OMB	Office of Management and Budget
OP	Operation Platform
OPSEC	Operational Security
PDF	Portable Document Format
PM	Program Manager
PMI	Project Management Institute
PMP	Program Management Plan
PNR	Problem Notification Report
POC	Point of Contact
PP	Protection Profiles
PRD	Project Requirements Document
PS	Project Start
PSC	Product Service Code
Q/Q	Qualitative/Quantitative
RIP	Request to Initiate Purchase
SA	Situational Awareness
SCI	Sensitive Compartmented Information
SF	Standard Form
SITREP	Situational Report
SOC	Service Occupational Classifications
SOP	Standard Operating Procedures
SPOT	Synchronized Pre-Deployment and Operational Tracker
TAR	Travel Authorization Request
TARP	Threat Awareness Reporting Program
TBD	To Be Determined
TDY	Temporary Duty
TO	Task Order
TOA	Task Order Award
TOR	Task Order Request
TPOC	Technical Point of Contact
TS	Top Secret
TSP	Training Support Package
TTP	Tactic, Techniques, and Procedures
T&M	Time and Materials
U.S.	United States
U.S.C.	United States Code
UR	Unlimited Rights
URL	Uniform resource Locators
USAFRICOM	United States Africa Command



USCENTCOM	United States Central Command
USEUCOM	United States European Command
USINDOPACOM	United States Indo-Pacific Command
USSOCOM	United States Special Operations Command
VGSA	Visitor Group Security Agreement
WSP	Web Support Program
XML	Extensible Markup Language

CCMD	Language
CC	Arabic
CC	Farsi
CC	French
CC	Kurdish (Kurmanji and Sorani)
CC	Pashto
CC	Dari
CC	English
CC	Russian
CC	Uzbek (Cyrillic, Latin)
CC	Urdu
CC	Punjabi
EC	Romanian
EC	Bosnian
EC	Greek
EC	Albanian,
EC	Turkish
EC	Bulgarian
EC	Serbian
EC	Italian
EC	Russian
AC	Arabic
AC	French
AC	Somali
AC	Swahili
PC	Indonesian
PC	Malaysian
PC	Bengali
PC	Tagalog

OCONUS SUPPORT REQUIREMENTS

R.1 DEPLOYMENT REQUIREMENTS

The requirements of this TO have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the contractor may be required to perform this TO during crisis situations (including war or a state of emergency), contingencies, or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below. These requirements apply to all personnel deployed to the Area of Responsibility (AOR), regardless if they are temporary travelers or permanently deployed/stationed.

The contractor shall perform requirements of this TO notwithstanding crisis situations, contingencies or exercises, including, at a minimum, the existence of any state of war, whether declared or undeclared, or state of emergency, by the U.S. or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this TO for cause.

The contractor shall ensure all contractor personnel participate in any required and/or necessary pre-deployment qualification training. The personnel in each team shall be available for deployment or duty at other designated CONUS locations at the end of that training period. The Government will determine the actual initial deployment dates based on mission requirements. The Government will assess individual performance during training in order to validate readiness to perform all tasks and duties. The Government will provide the following training (as needed):

- a. Individual pre-deployment training in accordance with DoD and U.S. Central Command requirements.
- b. Weapons qualification training, if required by arming authorization (only if authorized by the CO).

Contractor personnel will be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel should conditions warrant.

R.2 DEPLOYING CONTRACTOR PERSONNEL

The CONUS Replacement Center (CRC) at Fort Bliss, Texas (<https://www.bliss.army.mil/CRC/>) is currently the designated processing site for personnel deploying to hazard duty/combat zones (HD/CZ) locations. Contractor personnel being deployed to HD/CZ shall report to the CRC for pre-deployment processing. The CRC validates readiness and conducts deployment processing en-route to the HD/CZ duty station. Deploying contractor personnel shall complete all pre-reporting requirements so they can deploy immediately upon completion of CRC processing. Pre-reporting requirements include, but are not limited to:

- a. Medical readiness
- b. Theater Specific Individual Readiness Training (TSIRT) certifications
- c. Current Individual Readiness File (IRF) records needed for identification and processing

- d. Valid passports and visas (for the longest period possible to mitigate a mid-tour break in service)
- e. Any other preparation to prevent rejection by the CRC

Contractor personnel determined by the CRC to be non-deployable will be referred back to the contractor for disposition. Upon completion of the contractor's tour, contractor personnel shall redeploy and out-process through the CRC.

R.3 CONTRACTOR COMPLIANCE

The contractor shall ensure that all contractor and subcontractor personnel comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians and issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety.

The contractor shall comply, and shall ensure, that all deployed personnel comply, with pertinent Service and DoD directives, policies, and procedures. The contractor shall ensure compliance with all Federal statutes, judicial interpretations, and international agreements (e.g., Status of Forces Agreements (SOFAs), Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The FEDSIM CO will resolve disputes. Host Nation laws and existing SOFAs may take precedence over TO requirements.

- a. The contractor shall take actions to ensure the professional conduct of its personnel and subcontractors.
- b. The contractor shall promptly resolve, to the satisfaction of the FEDSIM CO, all contractor personnel performance and conduct problems identified by the FEDSIM CO or FEDSIM COR.
- c. The FEDSIM CO may require the contractor, at the contractor's expense, to remove or replace any individual failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

R.4 SPECIAL LEGAL CONSIDERATIONS

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, United States Code (U.S.C.), to establish Federal Jurisdiction over certain criminal offenses committed outside the U.S. by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

R.5 ACCOUNTING FOR PERSONNEL

As required by the FEDSIM CO or FEDSIM COR and based on instructions of the Theater Commander, the contractor shall report its employees, including Third-Country Nationals

(TCNs), entering and/or leaving the area of operations by name, citizenship, location, Social Security Number (SSN), or other official identity document number.

R.6 THEATER RISK ASSESSMENT AND MITIGATION

If a contractor individual departs an area of operations without contractor permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the TO. If the contractor replaces an individual who departs without permission, the replacement is at contractor expense and must be in place within two business weeks or as instructed by the FEDSIM CO.

For badging and access purposes, the contractor shall provide the FEDSIM COR a list of all personnel (this includes subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

The contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions.

The contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations.

The contractor shall designate a point of contact for all of its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operational issues with the deployed force.

R.7 FORCE PROTECTION

While performing duties in accordance with the terms and conditions of the TO, the Service/Agency (e.g., Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) will provide force protection to contractor employees commensurate with that given to Service/Agency civilians in the operations area. Contractor employees should be made aware of force protection provided by the Government and NOT take any actions that would put themselves in harm's way beyond what is reasonable and expected from the conditions offered by the services.

R.8 REST AND RECUPERATION (R&R) AND EMERGENCY LEAVE

Deployed personnel shall be eligible for one, two-week R&R trip to the contractor Home of Record (HOR) per year of deployment. Airline fare and per diem for travel days are authorized in accordance with the Federal Travel Regulation (FTR). Travelers may travel to an alternate location other than the HOR, but costs above those calculated for the trip to and from HOR must be covered by the traveler.

In OCONUS areas, emergency leave travel is not chargeable to this TO, but may be taken in lieu of R&R travel. If a contractor employee is in a deployment location and an emergency occurs prior to the normal R&R period, the Government will normally accommodate the emergency leave once the emergency is verified by the Red Cross. If the contractor has questions on what constitutes emergency leave, the contractor shall refer to DoDI 1327.06 dated June 2009. Travel in conjunction with emergency leave (unless traveling from deployment area and emergency

leave approved in advance by the FEDSIM COR is in lieu of R&R travel) is at individual expense and not chargeable to the Government.

R.9 LIVING UNDER FIELD CONDITIONS

If requested by the contractor, and if available, the Government will provide contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations.

R.10 MORALE, WELFARE, AND RECREATION (MWR)

The Government will provide contractor employees deployed in the theater of operations MWR services commensurate with that provided to DoD civilians and military personnel deployed in the theater of operations.

R.11 NEXT OF KIN NOTIFICATION

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official. The contractor shall establish line of communication to notify and inform its employees' families of the status of the employee while he/she is deployed. The Government will ensure that the contractor is notified of its employees' status at the earliest possible time without compromising national security. The Government reserves the right to notify families of contractor employees' status only when it is in the best interest of the Government.

R.12 RETURN PROCEDURES

Upon notification of return, the USSOCOM TPOC may authorize and the FEDSIM COR may approve contractor employee travel from the theater of operations to the designated individual deployment site. The contractor shall ensure that all GFP provided to the contractor or the contractor's employees are returned to Government control upon completion of the deployment. The contractor shall provide the USSOCOM TPOC with documentation, annotated by the receiving Government official, of all equipment returns. The contractor shall be liable for any GFE not returned to the Government.

R.13 HARDSHIP AND DANGER PAY

Post (Hardship) Differential and Danger (Hazard) pay are allowances that provide additional compensation above basic compensation in a foreign area as determined by the DoS where civil insurrection, civil war, terrorism, or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The contractor shall be reimbursed for payments made to its employees for danger pay, not to exceed that paid U.S. Government civilian employees, in accordance with the provisions of the Department of State Standardized Regulation (DSSR) Chapter 500 – Post (Hardship) Differential, Chapter 650 - Danger Pay Allowance, and Section 920 - Post Classification and Payment Tables, as may be amended. Compensation to 'Basic Compensation' shall be only applicable to the first 40 hours of effort performed per week. Hardship and danger pay shall be billed as an Other Direct Cost (ODC).

R.14 SAFE HOUSE SUPPORT

The contractor shall acknowledge it is prepared, if required by the Government, to house and sustain, including feeding, its personnel in deployment locations and to accept/establish a safe house facility off of the U.S. compound. The FEDSIM COR will provide the contractor with written notification if the contractor must billet its personnel outside of the U.S. compound. Security and other services for the safe-house facility (including transportation to and from assigned duty location, if the duty location is on a U.S. or Coalition Force compound) may be provided by using Third Country National and LN staff, subcontracted for by the contractor awarded this TO. Security service providers must be on the approved vendor listing of both U.S. Forces and the Host Nation Government. All costs associated with this support, if implemented, shall be billed to the TO as an ODC. Safe house support staff, including security staff, will not be sponsored (issued a CAC and /or an LOA) by the Government under this TO. Construction is prohibited.

R.15 REFUNDS FOR TRAINING AND TRAVEL COSTS

Costs incurred by contractor personnel and paid by the Government for contractor training and travel shall be refunded or credited to the Government in the event the employee resigns from the Task Order (TO) or is terminated for reasons within his or her control within six months from the commencement of deployment or relocation. The Federal Systems Integration and Management Center (FEDSIM) Contracting Officer (CO) in conjunction with the USSOCOM Technical Point of Contact (TPOC) and FEDSIM Contracting Officer's Representative (COR) will ultimately determine if the Government will pursue a refund or a credit from the contractor.

The contractor shall refund or credit to the Government all costs incurred by the Government for specialized instructor and/or NDC training or travel in the event contractor personnel do not successfully complete said training or fail to pass the mandatory NDC basic health assessment.

The following scenarios are examples of situations where the Government would require reimbursement of all training and travel expenses if the issue occurs during the initial six months from the commencement of deployment or relocation. This is not an all-inclusive list.

- a. Contractor employee deployed to Afghanistan is found in possession of alcoholic beverages or pornography (violation of General Order #1).
- b. Contractor employee in Korea is detained by military police for violation of U.S. Army policy on sexual exploitation.
- c. Contractor employee in Italy decides two weeks after arriving that he or she "made a mistake" and chooses to return home.
- d. Contractor employee in Germany departs the TO, to accept a different position in Germany under a different TO outside of USSOCOM.
- e. Contractor employee in Kuwait with an Interim Secret clearance has that clearance revoked; during review, it is determined the contractor failed to complete a law enforcement background check on the employee, which would have revealed a felony conviction, recent illicit drug use, or similar.
- f. Contractor employee reports to NDC (or equivalent) and is quickly disqualified for deployment due to morbid obesity (Body Mass Index (BMI) greater than or equal to (\geq) 40).

The following scenarios are examples of situations where the Government would likely allow contractor incurred charges to stand, even if it occurred during the initial six months from the commencement of deployment or relocation:

- a. Contractor employee in Afghanistan is advised that their spouse or child has died, been very seriously injured, or has a very serious disease.
- b. Contractor employee in Korea breaks his or her leg or suffers another serious injury (not related to abuse of alcohol or illegal drugs) that would require the employee to remain in a non-billable status for an extended period.
- c. Contractor employee in Germany suffers a heart attack and is told by a physician that he or she can no longer do the strenuous physical labor required for the position.
- d. Contractor employee in Kuwait with an Interim Secret clearance has that clearance revoked; during review, it is determined the contractor did obtain a law enforcement background check on the employee and the employee passed that check prior to hire.
- e. Contractor employee reports to NDC and medical authority there subsequently disqualifies employee from deployment for reason that was not uncovered or revealed by employee's physician (contractor must be able to document that employee did complete and pass a private physician medical screening).

R.16 STATUS OF FORCES AGREEMENTS (SOFA)

In consultation with the servicing legal advisor, the TPOC will inform the contractor of the existence of all relevant SOFAs and other similar documents, and provide copies upon request. The contractor shall obtain all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements. The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the various SOFA implemented by U.S. Forces in a variety of theaters (e.g., South Korea, Italy, and Germany). The contractor shall coordinate with the Government to satisfy all requirements by the governing regulations for the specified theater. The contractor shall do the initial research into the requirements and inform the Government as to what the requirements are to travel into theater. It is agreed that the withdrawal of IC or TR status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. shall not constitute grounds for excusable delay by the contractor in the performance of the TO and will not justify or excuse the contractor defaulting in the performance of this TO. Furthermore, withdrawal of SOFA status for any reason shall not serve as a basis for the contractor filing any claims against the U.S.

R.17 GERMANY SOFA STATUS PROVISIONS

The contractor shall comply with Army in Europe Regulation 715-9 "Contractor Personnel in Germany – Technical Expert, Troop Care, and Analytical Support Personnel," USAR Regulation 600-700, "Identification Cards and Individual Logistics Support," and guidance provided on DOCPER and USEUCOM Civilian Personnel Directorate websites for SOFA and TESA status.

The DOCPER implements the Agreements of March 27, 1998, and the Agreements of June 29, 2001, signed by the U.S. Embassy and German Foreign Ministry, establishing bilateral implementation of Articles 72 and 73 of the Supplementary Agreement (SA) to the NATO SOFA. These two Articles govern the use in Germany of DoD contractor personnel as Technical

Experts (TE) Troop Care (TC) providers, and Analytical Support (AS) contractor personnel. Contracts that propose to employ TE, TC providers, or AS personnel in Germany and the applications of individuals seeking TE/TC/AS status under those contracts, are submitted through DOCPER. The DOCPER website: <https://wr.acpol.army.mil/dcops-user/> provides guidance for DoD contractors for SOFA and TESA status.

R.18 RELOCATION

Relocation covers the expense of relocating existing contractor personnel to new work locations and relocating new contractor staff to their work locations overseas. The Government will not reimburse any contractor costs for relocation other than the travel costs (i.e., plane ticket) for the contractor employee only. Costs related to Permanent Change of Station (PCS)/repatriation, household goods transportation including privately owned vehicles (POVs), etc. will not be reimbursed by the Government.

A Relocation Plan for each contractor relocated identifies the costs the Government agrees to pay and also identifies a service commitment (FAR Subpart 31.205-35 Relocation costs (d)) the transferring contractor employee or new-hire makes in return for the relocation expenses being paid to the location. A three-year service commitment or service through the TO End Date, if the remaining Period of Performance is less than three years, must be satisfied for reimbursement of relocation costs back to the employee home of record (repatriation).

The USSOCOM TPOC and FEDSIM COR must pre-approve estimated direct costs associated with repatriation to the contractor employee's home of record and are subject to the following:

- a. Expenses incurred relocating transferring contractor employees or new-hires among user sites are paid if the USSOCOM TPOC and FEDSIM COR agree that the relocation is advantageous to the Government.
- b. The Government requests the contractor employee's removal from his/her position for reasons other than performance (e.g., the position is no longer needed).

The USSOCOM TPOC and FEDSIM COR will not approve reimbursement of costs associated with relocation of contractor employees back to the employee home of record in cases where:

- a. The contractor employee leaves before satisfying the three-year minimum commitment or termination of the requirement, whichever occurs first.
- b. The contractor removes a contractor employee from an assignment at a Government site for cause (e.g., poor performance or violation of SOFA or local base rules and regulations).

R.19 COST OF LIVING ALLOWANCE (COLA)

Contractor personnel are authorized to receive a COLA to compensate the contractor for serving at a location where the cost of living (excluding the cost of quarters and the cost of eligible family members' education) is substantially higher than in the MacDill Air Force Base, Florida area. This allowance is based on a percentage of spendable income and varies by location, salary, and number of dependents. The example calculation below provides more detail.

Example COLA Calculation: A contractor with an annual base salary of \$125,000 and a family of three located in Stuttgart, Germany would receive \$5,160 in annual COLA. Follow the steps below to see how the COLA amount was calculated.

- a. Step 1: Using the Department of State (DoS) website (<http://aoprals.state.gov/Content/Documents/SpendableIncome.pdf>) find the annual spendable income for the annual base salary of \$125,000 with a family size of three on the “Annual Spendable Income by Salary and Family Size” table. This amount is \$51,600.
- b. Step 2: Using the DoS website (<http://aoprals.state.gov/Web920/cola.asp>) find the DoS Post (Cost of Living) Allowance Percentage of Spendable Income Rate for Stuttgart, Germany. This amount is ten percent
- c. Step 3 - Calculate the COLA by multiplying the annual spendable income (\$51,600) and the percentage of spendable income rate (ten percent) to get the annual COLA amount ($\$51,600 * .10 = \$5,160$). This amount will vary according to location, date, and annual salary entries. Example date is effective 5/31/2017.

R.20 LIVING QUARTERS ALLOWANCE (LQA)

Contractor personnel are also authorized to receive an annual LQA which is intended to cover the contractor’s costs for rent, heat, lights, fuel, gas, electricity, water, and certain other fees. The LQA amount is calculated on the basis of location and with or without dependents rates. Reimbursement will be based on actual cost and will not exceed the applicable Group 3 rates as outlined in the “Annual Living Quarters Allowance In U.S. Dollars (DSSR 130) Rates.” These rates may be found at the following DoS website:

http://aoprals.state.gov/Web920/lqa_all.asp?MenuHide=1.

No other costs, regardless if allowable or not, shall be considered for contractor overseas permanent assignments including education allowances.

R.21 DEFENSE BASE ACT (DBA) INSURANCE

The contractor shall ensure that health and life insurance benefits provided to its deploying personnel are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the DBA administered by the DoL.

- a. Pursuant to FAR 28.305, DBA insurance coverage provides workers’ compensation benefits (i.e., medical, disability, death) in the event of a work-related injury or illness Outside the Continental United States (OCONUS).
- b. The Government requires that all contractor personnel who work internationally be protected by the DBA coverage, regardless of their assignment and/or location unless a waiver has been obtained by the United States (U.S.) Department of Labor (DoL).
- c. DBA insurance may be charged as a direct or indirect cost consistent with the contractor’s Cost Accounting Standards (CAS) Disclosure Statement (D/S) and Defense Contract Audit Agency (DCAA)-approved accounting system, and shall be furnished to the Federal Systems Integration and Management Center (FEDSIM) Contracting Officer (CO) within 30 days of TOTOA. If required and approved by the FEDSIM CO, additional DBA riders may be charged to the Government.

STEP-BY-STEP GUIDE FOR DETERMINING IF COMMERCIAL OR FINANCIAL INFORMATION OBTAINED FROM A PERSON IS CONFIDENTIAL UNDER EXEMPTION 4 OF THE FOIA

Step-by-Step Guide for Determining if Commercial or Financial Information Obtained from a Person is Confidential Under Exemption 4 of the FOIA

In the wake of the Supreme Court's decision in *Argus Leader*, the term "confidential" under Exemption 4 must be given its "ordinary" meaning. This step-by-step guide can be used by agencies, in conjunction with OIP's guidance, to determine whether commercial or financial information provided by a person is "confidential" under Exemption 4.

1. Does the submitter customarily keep the information private or closely-held? (This inquiry may in appropriate contexts be determined from industry practices concerning the information.)

- If no, the information is *not* confidential under Exemption 4.
- If yes, answer question 2.

2. Did the government provide an express or implied assurance of confidentiality when the information was shared with the government?

- If no, answer question 3.
- If yes, the information is confidential under Exemption 4 (this is the situation that was present in *Argus Leader*).

3. Were there express or implied indications at the time the information was submitted that the government would publicly disclose the information?

- If no, the information is "confidential" under Exemption 4 (the government has effectively been silent – it hasn't indicated the information would be protected or disclosed – so a submitter's practice of keeping the information private will be sufficient to warrant confidential status).
- If yes, and no other sufficient countervailing factors exist, the submitter could not reasonably expect confidentiality upon submission and so the information is *not* confidential under Exemption 4.

Agencies should feel free to contact OIP if they have any questions or for assistance in applying this analysis.

Updated October 7, 2019

FPDS Listing of Publicly Available Prices
47QFCA19F0035 P00055

Contract ID	Reference IDV	Modification Number	Action Obligation (\$)	Date Signed
47QFCA19F0035	GS00Q14OADU116	P00001	\$9,262,159.99	29-Jan-19
47QFCA19F0035	GS00Q14OADU116	P00005	\$0.00	17-May-19
47QFCA19F0035	GS00Q14OADU116	P00010	\$1,615,811.21	26-Sep-19
47QFCA19F0035	GS00Q14OADU116	P00018	\$4,226,678.05	16-Apr-20
47QFCA19F0035	GS00Q14OADU116	P00038	\$4,821,690.00	11-Dec-20
47QFCA19F0035	GS00Q14OADU116	P00039	\$219,512.00	17-Dec-20
47QFCA19F0035	GS00Q14OADU116	P00004	\$2,439,024.39	13-May-19
47QFCA19F0035	GS00Q14OADU116	P00008	\$22,585.37	3-Sep-19
47QFCA19F0035	GS00Q14OADU116	P00016	\$16,270,605.75	4-Mar-20
47QFCA19F0035	GS00Q14OADU116	P00025	\$0.00	27-Aug-20
47QFCA19F0035	GS00Q14OADU116	P00032	\$0.00	22-Oct-20
47QFCA19F0035	GS00Q14OADU116	P00033	\$0.00	6-Nov-20
47QFCA19F0035	GS00Q14OADU116	P00034	\$0.00	23-Nov-20
47QFCA19F0035	GS00Q14OADU116	P00036	\$0.00	1-Dec-20
47QFCA19F0035	GS00Q14OADU116	P00037	\$13,211,965.00	8-Dec-20
47QFCA19F0035	GS00Q14OADU116	P00040	\$2,926,829.00	23-Dec-20
47QFCA19F0035	GS00Q14OADU116	0	\$4,097,984.00	18-Dec-18
47QFCA19F0035	GS00Q14OADU116	P00003	\$975,609.76	27-Mar-19
47QFCA19F0035	GS00Q14OADU116	P00007	\$8,724,785.36	15-Jul-19
47QFCA19F0035	GS00Q14OADU116	P00012	\$17,518,746.35	13-Dec-19
47QFCA19F0035	GS00Q14OADU116	P00017	\$0.00	7-Apr-20
47QFCA19F0035	GS00Q14OADU116	P00020	\$6,600,000.00	15-Jun-20
47QFCA19F0035	GS00Q14OADU116	P00021	\$0.00	23-Jun-20
47QFCA19F0035	GS00Q14OADU116	P00022	\$2,627,981.00	10-Jul-20
47QFCA19F0035	GS00Q14OADU116	P00028	\$89,350.00	15-Sep-20
47QFCA19F0035	GS00Q14OADU116	P00031	\$32,210.00	21-Oct-20
47QFCA19F0035	GS00Q14OADU116	P00035	\$378,305.00	25-Nov-20
47QFCA19F0035	GS00Q14OADU116	P00002	\$12,544,208.30	7-Mar-19
47QFCA19F0035	GS00Q14OADU116	P00006	\$3,962,134.64	11-Jun-19
47QFCA19F0035	GS00Q14OADU116	P00009	\$332,350.68	19-Sep-19
47QFCA19F0035	GS00Q14OADU116	P00011	\$0.00	9-Dec-19
47QFCA19F0035	GS00Q14OADU116	P00013	\$1,170,731.71	13-Jan-20
47QFCA19F0035	GS00Q14OADU116	P00014	\$0.00	5-Feb-20
47QFCA19F0035	GS00Q14OADU116	P00015	\$1,463,414.63	12-Feb-20
47QFCA19F0035	GS00Q14OADU116	P00019	\$2,073,171.00	7-May-20
47QFCA19F0035	GS00Q14OADU116	P00023	\$0.00	28-Jul-20
47QFCA19F0035	GS00Q14OADU116	P00024	\$862,054.00	21-Aug-20
47QFCA19F0035	GS00Q14OADU116	P00026	\$669,980.00	8-Sep-20
47QFCA19F0035	GS00Q14OADU116	P00027	(\$89,350.00)	15-Sep-20

47QFCA19F0035	GS00Q14OADU116	P00029	\$838,834.00	18-Sep-20
47QFCA19F0035	GS00Q14OADU116	P00030	\$0.00	22-Sep-20
47QFCA19F0035	GS00Q14OADU116	P00031	\$32,210.00	21-Oct-20
47QFCA19F0035	GS00Q14OADU116	P00032	\$0.00	22-Oct-20
47QFCA19F0035	GS00Q14OADU116	P00033	\$0.00	06-Nov-20
47QFCA19F0035	GS00Q14OADU116	P00034	\$0.00	23-Nov-20
47QFCA19F0035	GS00Q14OADU116	P00035	\$378,305.00	25-Nov-20
47QFCA19F0035	GS00Q14OADU116	P00036	\$0.00	01-Dec-20
47QFCA19F0035	GS00Q14OADU116	P00037	\$13,211,965.00	08-Dec-20
47QFCA19F0035	GS00Q14OADU116	P00038	\$ 4,821,690.00	11-Dec-20
47QFCA19F0035	GS00Q14OADU116	P00039	\$ 219,512.00	17-Dec-20
47QFCA19F0035	GS00Q14OADU116	P00040	\$ 2,926,829.00	23-Dec-20
47QFCA19F0035	GS00Q14OADU116	P00041	\$ 1,958,700.00	06-Jan-21
47QFCA19F0035	GS00Q14OADU116	P00042	\$ 0.00	19-Jan-21
47QFCA19F0035	GS00Q14OADU116	P00043	\$ 8,287,805.00	26-Jan-21
47QFCA19F0035	GS00Q14OADU116	P00044	\$ 643,375.00	02-Feb-21
47QFCA19F0035	GS00Q14OADU116	P00045	\$ 856,491.53	16-Mar-21
47QFCA19F0035	GS00Q14OADU116	P00046	\$ 771,342.00	23-Apr-21
47QFCA19F0035	GS00Q14OADU116	P00047	\$ 1,119,08.00	02-May-21
47QFCA19F0035	GS00Q14OADU116	P00048	\$ 0.00	25-May-21
47QFCA19F0035	GS00Q14OADU116	P00049	\$ 9,646,156.00	08-Jun-21
47QFCA19F0035	GS00Q14OADU116	P00050	\$ 16,279,698.00	17-Jun-21
47QFCA19F0035	GS00Q14OADU116	P00051	\$ 7,174,736.00	14-Aug-21
47QFCA19F0035	GS00Q14OADU116	P00055	\$ -473,899.70	08-Sept-21

CLIN	CLIN TYPE	COST OVERRUN CEILING	ESTIMATED COST	ESTIMATED BASE FEE or FIXED FEE	ESTIMATED AWARD FEE	TOTAL ESTIMATED
0001	LABOR	\$ -	(b) (4)	(b) (4)	(b) (4)	(b) (4)
0002	TRAVEL					
0003	TOOLS					
0004	ODCs					
0005	CAF					
SUB		\$ -				
1001	LABOR	\$ -				
1002	TRAVEL					
1003	TOOLS					
1004	ODCs					
1005	CAF					
SUB		\$ -				
2001	LABOR	\$ -				
2002	TRAVEL					
2003	TOOLS					
2004	ODCs					
2005	CAF					
SUB		\$ -				
3001	LABOR	\$ -				
3002	TRAVEL					
3003	TOOLS					
3004	ODCs					
3005	CAF					
SUB		\$ -				
4001	LABOR	\$ -				
4002	TRAVEL					
4003	TOOLS					
4004	ODCs					
4005	CAF					
SUB		\$ -				
5001	LABOR	\$ -				
5002	TRAVEL					
5003	TOOLS					
5004	ODCs					
5005	CAF					
SUB		\$ -				
TOTAL		\$ -				
			Base Plus Exercised Options (b) (4)			

Note: The amounts in Columns Q - S represent the actual rate of fee and may appear to

--- Facilities Capital Cost of Money (FCCoM)

--- blended fee rates as a result of different fee on prime and sub costs

INSTRUCTIONS -- Fill in only the Columns/colors per instructions below. Do not ch

- 1 Columns D, E and F are filled in using dollar values from Section 104 (increases, or realignments). Please try to avoid use of cents in a
- 2 Column L is used to obligate/deobligate incremental funding. C
---Changing numbers in this block will automatically adjust
---Incremental Funding MUST be obligated/deobligated with
3 Column M is ONLY used to deobligate "lost" award fee. Contin
---Note that this amount WILL differ from the "lost" amount
---These numbers should be entered as positive; example - 1
4 Column N is ONLY used to deobligate any excess CPAF Funds
---These numbers should be entered as positive; example - 1
5 Columns C and O are used for Cost Overrun (cost incurred above
Before each Modification, create a copy of the most current word
6 Tab. DO NOT alter anything in the previous modification's word
7 Rename the new tab with the modification number, then input your
8 Make sure that window in word document is displaying Column
9 Do NOT delete any column or row because it will impact the fo

FUNDED COST	FUNDED BASE FEE or FIXED FEE	FUNDED AWARD FEE	TOTAL FUNDED	ADD/REMOVE INCREMENTAL FUNDING	AMOUNT of LOST AWARD FEE
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(b) (4)

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -			\$ -	\$ -	
\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ -	\$ -	
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\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -			\$ -	\$ -	
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\$ -	\$ -		\$ -	\$ -	
\$ -	\$ -		\$ -		
\$ -	\$ -	\$ -	\$ -		

o vary from negotiated rates due to:

ange formulas in white cells. Gray cells are unused.

on B CLINs (at award or from the revised contractor proposal that reflects any ceiling decreases, awards or funding.

ontinue the formula to create a trail of funding actions.

cost, base/fixed fee and award fee.

th proper proportions of cost and fee!

ue the formula to create a trail of actions.

at from the AFDP primarily driven by funding exceeding award fee allocation unless award fee is fund

enter 20,000 not -20,000

ed Cost and Base Fee after completion of the CLIN PoP.

enter 20,000 not -20,000

ove ceiling which receives NO fee).

ksheet as a new Tab at the bottom of the worksheet. Complete your modification changes in the new
ksheet.

our changes to this new worksheet only.

s A - K and all rows.

rmulas. If you must, right click the column and select hide to take the column out of view.

AMOUNT REMOVED from COST & BASE FEE FUNDING after POP (CPAF only)	ADD COST OVERRUN FUNDING
\$ -	
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

Base Fee/ Fixed Fee Actual %	Award Fee Actual	Total Fee %
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(b) (4)

SF30

(b) (4)

Delta
(Funds - Ceiling)

NORTHCOM
F3LNDA0289GW01

AFRICOM
11631004

(b) (4)

[illegible]

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(b) (4)

(b) (4)

\$

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(b) (4)

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\$0.00

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AFRICOM
11577574

CENTCOM
F2VVJ31013G001

USFOR-A
F2VVJ31083G001

EUCOM
11579482_01

INDOPACOM
N0003821MPORV01

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

(b) (4)

(b) (4)

USFK	JWOE			
MIPR0011606467	MPIR1BDJY6024C_04	JWOE	NORTHCOM	NORTHCOM
		MPIR1BDJY6024C	F3LND A0343G001	F3LND A10543G001

(b) (4)

(b) (4)

SOCOM
F2VUJ30311GW01

SOUTHCOM
11582413_01

SOUTHCOM
11582413

USFOR-A
2100002004

(b) (4)

(b) (4)

**Reallocation
USFK
MIPR0011606467**

**Reallocation
EUCOM
11647098**

**Reallocation
SOCOM
F2VUJ31193GW02**

**Reallocation
SOCOM
F2VUJ31126GW01**

(b) (4)

ATTACHMENT D
AWARD FEE DETERMINATION PLAN (AFDP)
for
United States Special Operations Command (USSOCOM) and Combatant Commands
(CCMDs)
Web Support Program (WSP)
47QFCA19F0035

This AFDP is applicable to Period Six (June 18, 2021– December 17, 2021)

SECTION 1: INTRODUCTION

This Award Fee Determination Plan (AFDP) provides procedures for evaluating the contractor's performance on the Web Support Program (WSP) Task Order (TO) on a Cost-Plus-Award-Fee (CPAF) basis for TO (47QFCA19F0035). A Quality Assurance Surveillance Plan (QASP) is required under Federal Acquisition Regulation (FAR) 46.401; this AFDP replaces the QASP for the work performed on a CPAF basis. The AFDP may be revised unilaterally by the Government at any time during the period of performance. The Government will make every attempt to provide changes to the contractor 15 workdays prior to the start of the evaluation period to which the change will apply. The AFDP may be re-evaluated each evaluation period with input from the contractor. The award fee objective for this TO is to afford the contractor the opportunity to earn award fee commensurate with optimum performance:

- a. By providing a workable AFDP with a high probability of successful implementation.
- b. By clearly communicating evaluation procedures that provide effective two-way communication between the contractor and the Government.
- c. By focusing the contractor on areas of greatest importance in order to motivate outstanding performance.

The amount of award fee earned and payable to the contractor for achieving specified levels of performance will be determined by the Award Fee Determination Official (AFDO), with the assistance of the Award Fee Evaluation Board (AFEB), per this AFDP. The maximum fee payable for any period is 100 percent of the Award Fee Pool Allocation. The contractor may earn all, part, or none of the award fee allocated to an evaluation period.

Standard terms used in the AFDP are:

- a. Award Fee Pool: The maximum award fee pool established at award.
- b. Award Fee Pool Allocation: The amount of the award fee pool that is allocated and potentially earned from the award fee pool for the specific award fee period subject to the AFDP.

SECTION 2: EVALUATION PERIODS

The Government will evaluate contractor performance every six months to determine award fee payment. Each CPAF labor Contract Line Item Number (CLIN) will contain two distinct Award Fee Evaluation Periods for a twelve-month period. Mid-Period reviews will be scheduled concurrent with in-process reviews as practicable.

Award Fee Evaluation Periods

CLIN(s)	PERIOD	Award Fee Evaluation Period Dates (Month Day, Year)
0001	1	December 18, 2018– June 17, 2019
0001	2	June 18, 2019– December 17, 2019
1001	3	December 18, 2019– June 17, 2020
1001	4	June 18, 2020– December 17, 2020
2001	5	December 18, 2020– June 17, 2021
3001	6	June 18, 2021– December 17, 2021
3001	7	December 18, 2021– June 17, 2022
4001	8	June 18, 2022– December 17, 2022
4001	9	December 18, 2022– June 17, 2023
5001	10	June 18, 2023– December 17, 2023

The Award Fee Evaluation Periods may be changed at the unilateral discretion of the Government.

SECTION 3: AWARD FEE POOL ALLOCATION FORMULA

3.1 Maximum Award Fee

The maximum Award Fee Pool for TO (47QFCA19F0035) over the life of the TO is

(b) (4)

The maximum Award Fee Pool Allocation determined for each period shall never exceed the matching proportional amount of Award Fee listed in TO Section B CLIN for the applicable period of performance.

3.2 Allowable Award Fee Pool Allocation Methods

There are two methods to determine the maximum Award Fee Pool Allocation for each period.

3.2.1 Reserved

3.2.2 Incurred Cost

In the absence of a documented Planned Value, the Award Fee Pool Allocation shall be based on the incurred cost for the period. Incurred cost data shall be provided by the contractor after the end of the Award Fee Evaluation Period, as calculated and reported by the contractor's approved Cost Accounting System. Invoiced cost shall not be used unless incurred cost is not available.

3.3 Prohibited Award Fee Pool Allocation Methods

3.3.1 Funded Cost

Funded cost will inherently exceed incurred cost. Award Fee Pool Allocations based on the funded cost would artificially increase the total effective award fee percentage higher than the negotiated amount at award. Funded cost shall never be utilized.

3.3.2 Estimated Cost

Estimated costs at award will inherently exceed incurred cost. Award Fee Pool Allocations based on the estimated cost would artificially increase the total award fee percentage higher than the negotiated amount at award. Estimated cost shall never be utilized.

3.3.3 Equal Distribution

Equal distribution of the maximum Award Fee Pool inherently deviates from the award fee percentage negotiated at award. Planned value and incurred cost are superior methodologies to provide a consistent and fair Award Fee Pool Allocation. Equal distribution shall never be utilized.

3.3.4 Weighted Distribution

Weighted distribution of the maximum Award Fee Pool inherently deviates from the award fee percentage negotiated at award. Planned Value and Incurred Cost are superior methodologies to provide a consistent and fair Award Fee Pool Allocation that correspond inherently to high levels of effort. Weighted distribution shall never be utilized.

3.4 First Award Fee Evaluation Period

The first Award Fee Evaluation Period for all CPAF awards will default to utilizing incurred cost to determine the Award Fee Pool Allocation. Transition activities inherently introduce level of effort variation. A Planned Value cannot be determined prior to award. Subsequent award fee evaluation periods should progress towards Planned Value.

SECTION 4: AWARD FEE PLANNED VALUE / RESULTS REPORTING**4.1 Initial Award Fee Evaluation Period**

The Award Fee Planned Value/Results Reporting Table is completed after the end of the first Award Fee Evaluation Period. The fields to be completed are Cost Incurred Amount (\$), Award Fee Pool Allocation Amount (\$), Earned Award Fee (%), Earned Award Fee Amount (\$), and Unearned Fee Amount (\$).

4.2 Second and Subsequent Award Fee Evaluation Period

If the Award Fee Pool Allocation methodology is progressing from Incurred Cost to Planned Value, the Planned Value Amount and the Anticipated Funded Cost shall be recorded in the table below prior to the start of the section evaluation period.

The Award Fee Pool Allocation Amount, Earned Award Fee Percent and Amount, and Unearned Fee Amount are completed after each award fee period to record results. If Planned Value allocation was not used, the default Cost Incurred Amount will be reported at the end of the award fee period.

Award Fee Results Reporting Table

Year	Period	Cost Incurred Amount (\$)	Award Fee Pool Allocation Amount (\$)	Earned Award Fee Percent (%)	Earned Award Fee Amount (\$)	Unearned Fee Amount (\$) (Lost Award Fee)
Base Year	1	(b) (4)				
Base Year	2					
First Option Period	3					
First Option Period	4					
Second Option Period	5					
Third Option Period	6					
Third Option Period	7					
Fourth Option Period	8					
Fourth Option Period	9					
Fifth Option Period	10					

The diagram illustrates the timeline of a clinical trial across 10 periods, grouped into five segments: CLIN 0001, CLIN 1001, CLIN 2001, CLIN 3001, and CLIN 4001. Each period is further divided into 12 sub-periods. Key events include the submission of a New, Updated AFDP at the start of Period 1, and the submission of Period 1 Results at the end of Period 1. This pattern continues for each subsequent period, with the submission of Period 10 Results at the end of Period 10.

47QFCA19F0035

SECTION 5: AWARD FEE EVALUATION RATINGS

The following table shows the Award Fee Pool Allocation percentage by scores. The definition for each rating adjective is provided below.

Award Fee Pool Allocation Rating/Percentage

Adjectival Rating	Percentage of Fee
Excellent	91%-100%
Very Good	76%-90%
Good	51%-75%
Satisfactory	No Greater than 50%
Unsatisfactory	0%

The performance categories, once graded, describe the overall customer satisfaction with the tasks' key indicators. Contained in the ratings is a word picture of standards that allows each Performance Monitor to work from a common grading scale.

EXCELLENT

Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

VERY GOOD

Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

GOOD

Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

SATISFACTORY

Contractor has met overall, cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

UNSATISFACTORY

Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the AFDP for the award-fee evaluation period.

SECTION 6: ORGANIZATIONAL STRUCTURE OF AWARD FEE DETERMINATION

6.1 Award Fee Determination Official (AFDO)

The AFDO is the Federal Systems Integration and Management Center (FEDSIM) Sector Director or Group Manager. The FEDSIM Contracting Officer (CO) will appoint the AFDO in writing.

The AFDO's responsibilities are:

- a. Approve the AFDP and authorize any changes to the AFDP throughout the life of the TO.
- b. Approve the members of the AFEB and appoint the AFEB Chairperson.
- c. Review assessments of contractor performance. Feedback coordinated with the AFEB will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.
- d. Determine the amount of award fee the contractor has earned based on its performance during each evaluation period.

6.2 Award Fee Evaluation Board (AFEB)

The AFEB has a Chairperson, Client Representatives, and/or Technical Point(s) of Contact (TPOCs). Other voting members of the AFEB are the FEDSIM Contracting Officer's Representative (COR) and representatives from the Client Organization. The FEDSIM CO is a non-voting advisory member of the AFEB. Additional non-voting board members may be Performance Monitors as deemed appropriate by the AFEB Chairperson. The following table provides the title or role of the individuals that are members of the AFEB. Substitutions are permitted in the event of a schedule conflict, subject to approval by the AFEB Chairperson. Attendance of the non-voting members is not required to convene the AFEB.

AFEB Members

Board Position	AFEB Member Title
AFEB Chairperson	Contracting Officer's Representative (COR), FEDSIM Project Manager (PM)
AFEB Voting Member	Technical Point of Contact (TPOC), USSOCOM
AFEB Non-Voting Member	Alternate TPOC, USSOCOM
AFEB Voting Member	Regional Point of Contact (RPOC), USCENTCOM
AFEB Alternate Voting Member **	Alternate RPOC, USCENTCOM
AFEB Voting Member	RPOC, USAFRICOM
AFEB Alternate Voting Member **	Alternate RPOC, USAFRICOM
AFEB Voting Member **	RPOC, USEUCOM
AFEB Alternate Voting Member **	RPOC, USEUCOM – Alternate
AFEB Voting Member **	RPOC, USINDOPACOM
AFEB Voting Member **	RPOC, JWOE
AFEB Voting Member**	RPOC, SOUTHCOM
AFDO Non-Voting Member	FEDSIM Sector Director or Group Manager
AFEB Non-Voting Member	FEDSIM Contracting Officer (CO)

****Optional seats.** The AFEB Chairperson may appoint as many AFEB Voting members as desired but must have three voting members in addition to the Chairperson.

Non-voting members will participate in AFEB assessments of Performance Monitor evaluations and discussions of award-fee recommendations. Additionally, non-voting members are allowed to submit written reports on contractor performance to the AFEB for its consideration.

The responsibilities of the AFEB are:

- a. Recommend to the AFDO the specific elements upon which the contractor will be evaluated for each evaluation period.
- b. Request and obtain performance information from Performance Monitors involved in observing contractor performance.
- c. Evaluate the contractor's performance and summarize its findings and recommendations for the AFDO.
- d. Recommend to the AFDO the percentage of award-fee available during an evaluation period that the contractor should receive.

6.2.1 AFEB Chairperson/Co-Chairpersons

The responsibilities of the AFEB Chairperson/Co-Chairpersons, hereinafter referred to as AFEB Chairperson, are to:

- a. Conduct AFEB meetings.
- b. Resolve any inconsistencies in the AFEB evaluations.
- c. Ensure AFEB recommendations to the AFDO are timely and made in accordance with the Award Fee Agreement and this AFDP.
- d. Ensure timely payment of award fee earned by the contractor.
- e. Recommend any changes to the AFDP to the AFDO.
- f. Ensure and have overall responsibility for the proper execution of the AFDP including managing the activities of the AFEB.
- g. Exert overall responsibility for all documents and activities associated with the AFEB.
- h. Maintain the award fee files, including a current copy of the AFDP, any internal procedures, Performance Monitors' reports, and any other documentation having a bearing on the AFDO's award fee decisions.

6.2.2 Performance Monitors

Government and TO support personnel will be identified by the AFEB Chairperson as Performance Monitors to aid the AFEB in making its recommendation for award fee. Performance Monitors, responsible for the technical administration of specific tasks issued under the contract, document the contractor's performance against evaluation criteria in assigned evaluation areas(s). The primary responsibilities of the Performance Monitors include:

- a. Monitoring, evaluating, and assessing contractor performance in assigned areas.
- b. Preparing evaluation reports (scorecards) that ensure a fair and accurate portrayal of the contractor's performance.
- c. Recommending changes to the AFDP to the AFEB Chairperson.

These Performance Monitors will submit written reports, as required by the AFEB Chairperson, on the contractor's performance to the AFEB for consideration. Submission of reports will be



coordinated through the AFEB Chairperson. Procedures and instructions for the Performance Monitors regarding midterm and final evaluations are provided below. The final report will be comprehensive and will be completed and submitted to the AFEB Chairperson in a timely manner.

SECTION 7: AWARD FEE DETERMINATION PROCESS

The contractor shall begin each evaluation period with zero percent of the available award fee and earn award fee based on performance during the evaluation period.

7.1 Monitoring and Assessing Performance

Each organization with funds applied to the TO will provide the AFEB Chairperson and Board Members with a named government representative to perform duties as the Performance Monitor for the organization. The AFEB Chairperson will assign Performance Monitors for the major performance areas. The Performance Monitors will be selected on the basis of expertise in the prescribed performance areas and/or association with specific technical tasks. The AFEB Chairperson may assign and change Performance Monitors assignments at any time without notice to the contractor. The AFEB Chairperson will ensure that each Performance Monitor and board member has copies of the TO and all modifications, a copy of this AFDP, and all changes and specific instructions for assigned areas.

Performance Monitors will conduct assessments of the contractor performance in their assigned areas. Feedback coordinated with the AFEB Chairperson will be provided to the contractor as appropriate during the evaluation period to enhance overall performance and minimize problems.

7.1.1 Instructions for Performance Monitors

Performance Monitors will maintain a periodic written record of the contractor's performance, including inputs from other Government personnel, in the evaluation areas of responsibility. Performance Monitors will retain informal records used to prepare evaluation reports for 12 months after the completion of an evaluation period to support any inquiries made by the AFDO. Performance Monitors will conduct assessments in an open, objective, and cooperative spirit, so that a fair and accurate evaluation is made. Performance Monitors will make every effort to be consistent from period to period in their approach to determine recommended ratings. Positive accomplishments should be emphasized just as readily as negative ones.

- a. **Performance Monitor Evaluation Reports.** Performance Monitors will prepare midterm and final evaluation reports for each evaluation period during which they are Performance Monitors. The final reports will be more comprehensive. The reports, as a minimum, will contain the following information:
 1. The criteria and methods used to evaluate the contractor's performance during the evaluation period.
 2. The technical, economic, and schedule environment under which the contractor was required to perform. What effect did the environment have on the contractor's performance?
 3. The contractor's major strengths and weaknesses during the evaluation period. Give examples of the contractor performance for each strength and weakness listed. Also provide the reference in the specification, statement of work, data requirement, TO, etc. that relates to each strength or weakness.
 4. A recommended rating for the evaluation period using the adjectives and definitions set forth in this AFDP. Provide concrete examples of the contractor's performance to support the recommended rating.

7.2 Exclusions

Throughout the entire evaluation period, the contractor shall present and document any exclusion to the period of performance, due to circumstances beyond the control of the contractor, to the AFEB Chairperson within ten days of the end of the award fee period. The Performance Monitors should present the exclusions (if any) to the AFEB. If necessary, the AFEB will ask the contractor to present its case. The AFEB, in conjunction with the FEDSIM CO, will make a unilateral decision as to the exclusion from the evaluation.

7.3 Reserved

7.4 Midterm Evaluation Procedures

The purpose of the midterm evaluation is to provide the contractor a quick, concise, interim Government review of contractor performance, and provide the contractor an opportunity to improve its performance prior to the determination of award fee earned at the end of the evaluation period. No award fee is paid based on midterm evaluations.

7.5 Final Evaluation Reports

The Performance Monitors will provide evaluations for the entire six-month evaluation period. Performance Monitors will submit final evaluation reports after the end date of the evaluation period to the AFEB Chairperson.

7.6 Contractor Self-Evaluation Presentation

The contractor may prepare a written self-assessment against the AFDP, along with the option of presenting the results to the AFEB upon request. This presentation should last no longer than one hour. If necessary, a subsequent question and answer session is permissible.

7.7 AFEB Meeting and Memorandum to the AFDO

The AFEB, after receipt of the contractor's self-evaluation, will meet and evaluate all performance information it has obtained. The AFEB will review the Performance Monitors' reports and prepare an Award Fee Evaluation Report. The Award Fee Evaluation Report will be a memorandum to the AFDO with the AFEB's recommendation.

7.8 AFEB Final Report

After meeting with the contractor, the AFEB will finalize the report and present it to the AFDO. The report will recommend the award fee amount and any unresolved contractor issues to the AFDO.

7.9 Issuing Award Fee Determination Report

The AFDO will consider the final AFEB report and ensure compliance with the AFDP. The AFDO may accept, reject, or modify the AFEB recommendation. The AFDO will make the final determination of the award fee earned during the period. The AFDO's determination of the amount of award fee earned and the basis of the determination will be stated in an Award Fee Determination Report and forwarded to the FEDSIM CO for the TO file via modification.

7.10 Award Fee Determination Notice

Within 45 calendar days of the end of the Award Fee Period, the FEDSIM CO will prepare this notice to the contractor stating the amount of the award fee earned for the evaluation period. The contractor shall invoice after accepting the modification including the award fee determination and any corresponding deobligation of unearned fee.

7.11 Failure to Conduct Timely Award Fee Determinations

If the Government fails to complete the Award Fee Determination in the timeframe specified in the 7.10 for two consecutive periods, the Government will convert the CPAF CLINs for the remaining periods of performance to Cost-Plus-Fixed-Fee (CPFF). The CPFF type will be term. The fixed fee amount will be the same percentage as negotiated for award fee (limited by the statutory limit of ten percent).

SECTION 8: EVALUATION CRITERIA AND WEIGHTS

The AFDP consists of award fee provisions for three distinct areas. The award fee areas are broken down as follows:

Award Fee Areas

Weight	Evaluation Criteria
30%	Criteria 1 – Program Management and Communication
30%	Criteria 2 – Cost Control
40%	Criteria 3 – Technical Effectiveness
100%	Total

The criteria and weights provided above and discussed in detail below are guidelines to be used in evaluating these areas to determine the appropriate award fee. The criteria and relative percentages may be adjusted for subsequent award fee periods. Members of the AFEB and working group will use the following examples of criteria to evaluate the contractor's performance during each award fee evaluation period.

SLAs and other subjective criteria may be revised for subsequent award fee periods. Those future SLAs will be developed jointly by the contractor and Government and may replace some or all of the criteria listed below. The Government has the final responsibility for determining which SLAs will be incorporated.

8.1 Criteria 1: Program Management and Communication – 30%

- a. How effective and proactive was the contractor in communicating activities, challenges, and operational status updates to appropriate Government personnel across the Task Order?
- b. How effective was the contractor at proactively providing options to meet changing or surge requirements?
- c. How effective has the contractor performed in ensuring there were no client concerns/issues, and when presented, how effective and timely was the contractor in taking ownership and resolving the concerns/issues?
- d. How timely was the onboarding/replacement of contractor key and non-key personnel with necessary skills, training, and experience to meet required duties?

8.2 Criteria 2: Cost Control – 30%

- a. How accurate were the contractor's cost estimates?
- b. How well did the contractor manage all costs (EWP, Tools, PRDs, Travel, RIPs, etc.)?
- c. How complete, timely, and accurate were the contractor's invoices and how well did the invoices meet the TO requirements?
- d. How effective is the contractor with identifying and communicating opportunities for cost savings and efficiencies to the Government?

8.3 Criteria 3: Technical Effectiveness – 40%

- a. How effective was the contractor at meeting TO operational requirements to include, but not limited to, deliverable due dates, online engagements, assessments, content, reports, schedules and timelines? In addition, were the deliverables and documentation accurate, complete and produced at the desired level of quality?
- b. Did the contractor proactively analyze and sustain critical technology solutions to support ongoing operations?
- c. How proactive is the contractor in providing recommendations for creative methods and approaches to achieve the outcomes described in Task 2 – Conduct Internet-based MISO?
- d. How effective was the contractor in facilitating collaboration and coordination to increase the effectiveness of Internet-based MISO efforts across Combatant Commands (CCMDs)? Capture, share, and implement lessons learned and best practices? Improve internet-based MISO analysis, planning, assessments, and training?



APPENDIX 1: AFEB Summary Evaluation Report

Date:

AFEB Chairperson Name:

Award Fee Period: from **June 18, 2021– December 17, 2021**

(Attach additional pages, supporting data, etc. as needed.)

Criteria 1 – Program Management and Communication: Rating Adjective/Performance Points

- a. How effective and proactive was the contractor in communicating activities, challenges, and operational status updates to appropriate Government personnel across the Task Order?
- b. How effective was the contractor at proactively providing options to meet changing or surge requirements?
- c. How effective has the contractor performed in ensuring there were no client concerns/issues, and when presented, how effective and timely was the contractor in taking ownership and resolving the concerns/issues?
- d. How timely was the onboarding/replacement of contractor key and non-key personnel with necessary skills, training, and experience to meet required duties?

Discussion:

Strengths of Contractor's performance (with examples and contract references):

Weaknesses in Contractor's performance (with examples and contract references):

Impact of the Contractor's performance on execution of the program:

Corrective actions recommended:

Criteria 2 – Cost Control

- a. How accurate were the contractor's cost estimates?
- b. How well did the contractor manage all costs (EWP, Tools, PRDs, Travel, RIPs, etc.)?
- c. How complete, timely, and accurate were the contractor's invoices and how well did the invoices meet the TO requirements?
- d. How effective is the contractor with identifying and communicating opportunities for cost savings and efficiencies to the Government?

Discussion:

Strengths of Contractor's performance (with examples and contract references):

Weaknesses in Contractor's performance (with examples and contract references):

Impact of the Contractor's performance on execution of the program:

Corrective actions recommended:

Criteria 3 – Technical Effectiveness: Rating Adjective/Performance Points

FEDSIM is a Client Support Center housed within GSA, FAS, AAS.

- a. How effective was the contractor at meeting TO operational requirements to include, but not limited to, deliverable due dates, online engagements, assessments, content, reports, schedules and timelines? In addition, were the deliverables and documentation accurate, complete and produced at the desired level of quality?
- b. Did the contractor proactively analyze and sustain critical technology solutions to support ongoing operations?
- c. How proactive is the contractor in providing recommendations for creative methods and approaches to achieve the outcomes described in Task 2 – Conduct Internet-based MISO?
- d. How effective was the contractor in facilitating collaboration and coordination to increase the effectiveness of Internet-based MISO efforts across Combatant Commands (CCMDs)? Capture, share, and implement lessons learned and best practices? Improve internet-based MISO analysis, planning, assessments, and training?

Discussion:

Strengths of Contractor's performance (with examples and contract references):

Weaknesses in Contractor's performance (with examples and contract references):

Impact of the Contractor's performance on execution of the program:

Corrective actions recommended:

Award fee rating recommended for this evaluation criteria and period of performance with recommended percentage earned.

FEDSIM is a Client Support Center housed within GSA, FAS, AAS.



AFEB Chairperson Signature: _____

APPENDIX 2: AFEB Evaluator's Report

Instructions: Evaluators are requested to use bulleted format for submitting strengths, weaknesses, and recommendations. Also, evaluators are encouraged to attach additional sheets, supporting data, etc. for the final report.

Date:

Evaluator Name and Title:

Award Fee Period: from December 18, 2020– June 17, 2021

Evaluator's Primary Task Area(s) (check/ highlight all that apply):

<input type="checkbox"/>	Criteria 1 – Program Management and Communication (30%)
<input type="checkbox"/>	Criteria 2 – Cost Control (30%)
<input type="checkbox"/>	Criteria 3 – Technical Effectiveness (40%)

Note: Evaluators are NOT limited to evaluating only their own task areas. Experiences in other areas should also be evaluated. However, please indicate in the boxes above your primary area(s) of responsibility. Please refer to evaluation criteria details in section 8: Evaluation Criteria and Weights when evaluating contractor.

Program Management and Communication (30%)

Special circumstances during this period and the impact:

- a.
- b.

Strengths of the contractor's performance:

- a.
- b.

Weaknesses in the contractor's performance (with examples and contract references):

- a.
- b.

Impact of the contractor's performance on execution of the program:

- a.
- b.

Corrective actions recommended, if any:

- a.
- b.

Cost Control (30%)

Special circumstances during this period and the impact:

- a.
- b.

Strengths of the contractor's performance:

- a.
- b.

Weaknesses in the contractor's performance (with examples and contract references):

- a.
- b.

Impact of the contractor's performance on execution of the program:

- a.
- b.

Corrective actions recommended, if any:

- a.
- b.

Technical Effectiveness (40%)

Special circumstances during this period and the impact:

- a.
- b.

Strengths of the contractor's performance:

- a.
- b.

Weaknesses in the contractor's performance (with examples and contract references):

- a.
- b.

Impact of the contractor's performance on execution of the program:

- a.
- b.

Corrective actions recommended, if any:

- a.
- b.



Award fee rating recommended for this evaluation criteria and period of performance (with supporting examples):

- a.
- b.

Evaluator's Signature: _____